

2011 Neighborhood STAR Program Loan & Grant

#11-121

Section A: Proposal & Organization Information

Project Name: Midway Residence Ward 4 Planning District 11

Legal Entity Submitting Request: EMAD ABED DBA Midway Residence

Please check organization type(s): Public ☐ For Profit ☒ Non-Profit ☐

Mailing Address: 110 Bank St. SE Suite 405 MPLS. MN 55414
STREET CITY STATE ZIP

Contact Person For This Request: EMAD ABED

Daytime Phone: (612) 387-2863 Fax #: (612) 379-1601 Federal Tax I.D. # 472022923

E-mail Address: emad4abed@yahoo.com

Proposal Location: 1563 W. University Ave

STAR Funding Request:

Grant request \$ 500,000

Loan request \$ 500,000

proposed interest rate and term: 0% 2 Term: 30 year

Total STAR Request: \$ 1,000,000 (total from page 7)

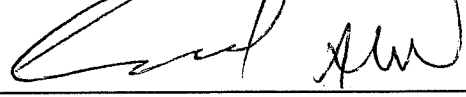
Total Match Leveraged: \$ 1,200,000 (total from pages 7 & 8)

The following compliance issues may apply to your proposal and can be reviewed on the City of Saint Paul's website: <http://www.stpaul.gov/index.asp?NID=2659>

- * Vendor Outreach Program: Goals apply to *all* projects receiving city funding
- * Federal Davis Bacon Requirements: Projects funded with \$2,000 or more of *federal* dollars
- * Little Davis Bacon Requirements: Projects funded with \$10,000 or more of *city* dollars
- * Two Bid Policy: Projects receiving \$20,000 or more of city funds
- * Business Subsidy: May apply to recipients of grants of \$25,000 or more and loans of \$75,000 and over
- * Affirmative Action: Entities receiving \$50,000 or more of city funds within a 12-month period
- * Living Wage: Entities receiving \$100,000 or more of city funds
- * Project Labor Agreement: Entities receiving \$250,000 or more of city funds
- * Section 3: Economic opportunities to low income persons or business concerns residing close to the project's location
- * Sustainability Initiative: A plan to make future development projects more environmentally and financially sustainable

We authorize Planning and Economic Development to order a consumer credit report and verify other credit information, including past and present mortgages and contract for deeds, as necessary to process our STAR application.

Individual Completing the Application:

EMAD ABED OWNER 3-31-11 
Name (please type) Title Date Signature

Chief Officer or President:

Name (please type) Title Date Signature

II. PROPOSAL INFORMATION:

1. Please provide a description of your project or program in the space provided:

I'm acquiring a parcel for \$500,000. I'm building a 2-story Building, on the first floor a 5000 sq ft. commercial space, I already have a lease in place. on the second floor four apartments, each apartment is about 1,500 sq ft.

2. Briefly describe, in quantifiable terms, the specific results of this proposal (i.e.: 10 houses rehabbed in 2 years; 5 jobs created by business expansion; 15,000 sq. ft. Community Center addition.)

The project is a New Construction would be completed before year end. the Retail space would create 5 jobs. the location is exactly on the Light-Rail station on Snelling Ave & University Ave.

3. Please explain the public benefit of your project:

The apartments would be available to the public, but would be great for students. The Retail space would be create for community gatherings on the Light-Rail Station.

II. NEIGHBORHOOD PLANNING/COMMUNITY SUPPORT: Community involvement is a critical part of the STAR program. In this section you are being asked to identify the participation of neighborhood and community groups in your proposal.

1. Will your project be coordinated or partnered with any other project, program? If yes, please describe:

I'm building my project & I'm seeking star money program

2. Is this proposal identified as part of an adopted city, neighborhood, or business plan? If yes, please describe: (Neighborhood plans can be found @ www.stpaul.gov/index.aspx?NID=3446)

It's my individual project & vision. I wanted to create housing & comm. space and I wanted to trigger development on that side of University Ave.

3. Is there neighborhood/community support for this proposal? YES ☒ NO ☐. Please explain:

All the retailers & people in the neighborhood & city officials like this project because it's new construction and it will inspire new projects on that side of the RD.

III. PUBLIC COST: This section helps define the financial impact of your request on the general public. Please be as accurate as possible:

1. Will this project/program result in a change in the tax base? If yes, please complete the following:

\$11,487.12 Current property taxes payable per year

\$22,974.24 Estimated taxes after project is completed

\$11,487.12 Net change in taxes per year

2. For proposals that remove property from the tax rolls, you'll need to calculate a Payment in Lieu of Taxes (PILOT) that will replace the lost property tax revenue. Suggested minimum is 25% of the total current taxes to assist with basic safety services to be paid for 20 years or the term of the agreement, whichever is longer. The estimated PILOT is: _____

IV. PROJECTED JOB CREATION / RETENTION

[] Job Impact [] No Job Impact	Year 1	Year 2	Year 3	Year 4	Year 5
# of New Full-Time Permanent Jobs CREATED Each Year	5				
# Of Full-Time Permanent Jobs RETAINED Each Year	5				
# OF FULL-TIME PERMANENT JOBS LOST Each Year	0				
# of Construction/Temporary Jobs CREATED Each Year	0				
Average Wage for Full-Time Permanent Workers	\$15				

V. STAR PROJECT / PROGRAM ACTIVITIES: The Neighborhood STAR Program provides funding for a variety of activities. Please complete the one section only that best describes your proposal:

A. Development/Redevelopment; B. Open Space Improvement; or C. Re-lending/re-granting Program:

A. Commercial or Residential Development/Redevelopment Project: If you are requesting funds for a commercial or residential development/redevelopment project, please complete the following section:

1. Define the type of public benefit that can be expected. Please place a "1" next to the item you believe is the primary benefit, and a "2" next to the item you select as a secondary benefit:

<input type="checkbox"/> Support Vitality of Industry	<input type="checkbox"/> Incr. Women/Minority Businesses	<input type="checkbox"/> Address Special Housing Needs
<input type="checkbox"/> Stabilize Market Value	<input type="checkbox"/> Encourage Entrepreneurship	<input type="checkbox"/> Retain Homeowners in the City
<input type="checkbox"/> Provide Self-Employment Opt's	<input type="checkbox"/> Generate Private Investment	<input type="checkbox"/> Maintain Housing Stock
<input type="checkbox"/> Create Local Business	<input type="checkbox"/> Support Commercial Activity	<input type="checkbox"/> Incr. Home Ownership Stock
<input type="checkbox"/> Retain Local Business	<input type="checkbox"/> Heritage Preservation	<input type="checkbox"/> Provide Affordable Housing

2. Before a development proposal may proceed, you must have control of the property. Please indicate the type of site control you have: Deeded Title ☐ Purchase Agreement ☒ Purchase Option ☐ Existing Lease ☐ Lease Agreement ☐ Other ☐ Comments:

3. a. Type of development: New Construction ☒ Rehabilitation/Expansion ☐

- b. Describe the current use of space (number of units, sq. ft., commercial, residential, etc.)

Vacant Land on the light-Rail Station on Snelling & University.

- c. List the proposed use of space (office, retail space, housing units, etc.)

office, Retail & 4 Apartments

- d. Will the proposal provide the leasing of space? YES ☐ NO ☐ If yes, please provide:

PROSPECTIVE TENANTS	SQUARE FOOTAGE	RENT PER SQUARE FOOT	IS LEASE SIGNED?
<i>Holly land</i>	<i>\$1,000</i>	<i>\$20</i>	<i>upon approval of funds</i>

4. Anticipated start date? *9.1.11* Estimated completion date? *3.30.12*

5. If this request is for a new business start-up, please attach your business plan.

6. Has a developer, architect, general contractor, and/or leasing and management firm been selected? Yes ☒ No ☐ If yes, please identify: *Harriss architects*

7. Have detailed cost estimates been prepared? Yes ☒ No ☐ If yes, please attach.

PLEASE NOTE: Economic development activities may be subject to both the City's Living Wage and Business Subsidy requirements. For more information, please visit the city's website: <http://www.stpaul.gov/index.asp?NID=2659>.

----- If you completed Section A, you are finished with Item VI. proceed to page 7, Item VI. -----

B. Public / Private Open-Space Improvement Projects: STAR money has been used to finance important public and private open-space improvements in our community. These include playgrounds, streetscapes, or improvements to various public facilities. **If you are applying to fund a public or private open-space improvement project please complete the following:**

1. Define the type of public benefit that can be expected. Place a "1" next to the primary benefit, a "2" next to the secondary benefit and complete the tax base data (if applicable) in the following chart:

<input type="checkbox"/>	Remove Blight/Pollution	<input type="checkbox"/>	Improve Health/Safety/Security	<input checked="" type="checkbox"/>	Increase/Maintain Tax Base
<input type="checkbox"/>	Rehab. Vacant Structure	<input type="checkbox"/>	Public Improvements	<input type="checkbox"/>	< current tax production:
<input type="checkbox"/>	Remove Vacant Structure	<input type="checkbox"/>	Goods & Services Availability	<input type="checkbox"/>	< est'd taxes as built:
<input type="checkbox"/>	Heritage Preservation	<input type="checkbox"/>	Maintain Tax Base:	<input type="checkbox"/>	< net tax change + or -

2. Please describe your previous experience with public or private open-space improvement projects:

1. I have done Real estate development.
2. I have owned Retail Business.
3. I have owned Real estate strip malls
4. I have created & owned cultural marble manufacturing plant.

3. Describe the components included in your proposal, and approximate locations (i.e. streetlights, benches, boulevard trees, playground equipment, park improvements, etc.).

4. Explain how this project will be maintained over the life of the improvement:

will be maintained by my co.

5. Anticipated start date? 9.1.11 Completion? 3.30.12

6. Please list the City department(s) and person(s) with whom you have discussed your proposal:

Donna drumon - Craig in Economic develop.

7. Do you have a construction cost estimate either from, or approved by, the City department and contact listed in #6 above? YES ☒ (estimate attached) NO ☐

8. Have businesses and/or homeowners been approached regarding any required assessments to their property? YES ☐ NO ☒ If yes, please indicate:

a. How many properties will be affected? residential _____ commercial _____

b. How many have agreed to pay assessments? residential _____ commercial _____

C. Re-Lending / Re-Granting Program for Housing or Businesses: This needs to be completed if you are requesting funds to administer a re-lending / re-granting program:

1. Define the type of public benefit that can be expected. Please place a "1" next to the item you believe is the primary benefit, and a "2" next to the item you select as a secondary benefit:

<input checked="" type="checkbox"/> Support Vitality of Industry	<input checked="" type="checkbox"/> Incr. Women/Minority Businesses	<input type="checkbox"/> Address Special Housing Needs
<input type="checkbox"/> Stabilize Market Value	<input checked="" type="checkbox"/> Encourage Entrep'ship	<input checked="" type="checkbox"/> Retain Homeowners in the City
<input checked="" type="checkbox"/> Provide Self-Employment Opt's	<input checked="" type="checkbox"/> Generate Private Investment	<input checked="" type="checkbox"/> Maintain Housing Stock
<input type="checkbox"/> Create Local Business	<input type="checkbox"/> Support Commercial Activity	<input checked="" type="checkbox"/> Incr. Home Ownership Stock
<input type="checkbox"/> Retain Local Business	<input checked="" type="checkbox"/> Heritage Preservation	<input checked="" type="checkbox"/> Provide Affordable Housing

2. Anticipated program start date? 9.1.11 Completion? 3.30.12

3. Please list the number of units (houses or businesses) to be assisted: 5

4. Briefly summarize how you will select program participants (i.e. income of recipients, requirements for match funds, cash vs. sweat equity.)

5. Describe you and/or your partner's experience and capacity for operating a loan or grant program:

6. How will this program differ from existing City housing or business programs?

7. Will this program coordinate with other City programs? Yes ____ No ____ If yes, please explain:

8. a. Are you planning to provide loans? Yes ____ No ____ grants? Yes ____ No ____ If yes, what type of terms or conditions will be required? (i.e. will there be a mortgage or lien on sub-grantees' property? Occupancy requirements? Will the loan come due if property is sold or rented?)

b. What kind of loan underwriting criteria do you envision? (i.e. collateral, debt-to-income ratio)

9. Please attach program guidelines.

9. Please attach program guidelines.

VI. **SOURCES AND USES:** Please attach an itemized budget or contractors' estimates where applicable. Itemize use of STAR funds, private match and non-matching funds for the entire project:

CATEGORY	STAR LOAN REQUEST	STAR GRANT REQUEST	MATCHING FUNDS	NON-MATCHING FUNDS*	TOTAL
Acquisition	Ø	Ø	1,200,000		1,200,000
Rehabilitation:					
residential					
commercial					
New Construction:					
residential)	500,000	500,000	Ø	Ø	1,000,000
commercial)					
Public Improvements					
Private Open Space Improvements					
** Direct Project Costs					
TOTALS: <i>total(s) also appear on pages 1 and 8</i>	500,000	500,000	1,200,000	Ø	2,200,000

Line Item Examples:

Acquisition:	up to 20% of STAR funds may be used to purchase an existing building or property
Commercial/Housing Rehabilitation:	capital improvements to an existing building
New Construction:	new structure
Public Improvements:	streetscape, play equipment, park benches, permanent signs, exterior lighting etc. on public property
Private Open Space Improvements:	playground, community garden etc. on private property

* Please List the additional funds being used on this project that do not qualify as matching contributions (i.e. city grants from CDBG, TIF, CIB or the HRA)

Direct Project Costs (Soft Costs) - Up to 20% of STAR funds may be used for soft costs (i.e. acquisition, architect, engineering, legal and loan fees, environmental testing, permits, licenses, etc.) Eligible soft costs do not include **general administrative fees, marketing, or operating costs. Please itemize and describe soft costs:

VII. SOURCE OF MATCHING FUNDS: Matching funds must be *directly* related to the capital improvement proposal. Please refer to the Neighborhood STAR Guidelines (www.stpaul.gov/star) for eligible match criteria.

Please Identify Source & Type of Matching Funds	Amount	Date Available	Match Firm?
A. Estimated volunteer labor/sweat equity*:			
B. Estimated in-kind service*:			
1			
2			
3			
C. Estimate and name source of cash donations:			
1			
2			
D. Name and amount of anticipated foundation grants:			
1			
2			
3			
E. Amount of loan(s) and name of lender:			
1 Stone Bridgebank	\$1,000,000	7-30-11	
2			
F. Amount and source of private equity:			
1 EMAD ABED	\$200,000	7-30-11	
2			
3			
G. Amount, source and type of other match:			
1			
2			
3			
TOTAL VALUE OF MATCHING FUNDS**	\$1,200,000		

* Up to 30% of the total match may be indirect contributions including in-kind goods and services, sweat equity and/or volunteer labor. Sweat equity and volunteer labor is valued at \$15 per hour (STAR Guidelines, page 7)

** Same total appears on pages 1 and 7

1. Please describe your organization (i.e. its history, structure, business, membership, purpose etc.)

2. What is your status as a legal entity? (i.e. corporation, partnership, nonprofit, proprietor, etc.)

3. Who will be the designated project manager? S M A D A B E I
Describe her/his background, skills and experience in managing similar-type projects

4. Do you have an adopted official conflict-of-interest policy? If so, please summarize or attach.

5. If you have received City funds within the past five years, please identify below or attach a separate list:

[illegible]

Section B: Financial Information

ORGANIZATION MANAGEMENT Proprietor, partners, officers, directors, governors and all holders of outstanding stock (100% of ownership must be shown.) Use a separate sheet if necessary.

NAME AND TITLE	COMPLETE ADDRESS	% OWNED
EMAD ABED - OWNER	110 Bank St. Se. Suite 408 MPLS, MN 55414	% 100

Do you have affiliate and/or subsidiary firms (20% or more ownership in other entities)? If so, please provide the last fiscal year end financial statements for the listed firms.

If your business is a franchise, include a copy of the franchise agreement and the franchiser's FTC disclosure statement.

PLEASE PROVIDE THE FOLLOWING (check if attached or "N/A" if not applicable):

- ☒ N/A A current balance sheet and a current operating statement. (Last business quarter)
- ☒ N/A Aging of accounts receivable/accounts payable as of the date of the current balance sheet.
- ☒ N/A A year-ended balance sheet and profit and loss statement for the previous three years, with accountant's letter, notes and supporting schedules.
- ☒ N/A Detailed cash flow projections for 12 months of operation or a projected annualized income statement with assumptions.
- ☒ N/A A copy of existing or proposed purchase agreement or lease agreement. (Provide appraisal, if available.)
- ☒ N/A If project involves construction, please include specifications and contractors' estimates.
- ☒ N/A If project involves the purchase of fixed assets, please include purchase agreements or vendor quotes.
- ☒ N/A If a corporation, please provide articles of incorporation and bylaws.
- ☒ N/A If a partnership, please provide partnership agreement.
- ☒ N/A If LLC, please provide articles of organization.
- ☒ N/A Copies of last three years business tax returns.
- ☒ N/A Current personal financial statements for partner, officer, owner, and each stockholder with 20% or greater ownership.
- ☒ N/A Resumes of principals and key management.
- ☒ N/A If this project includes bank participation, please provide a bank commitment letter.

I. BANK REFERENCES

BANK	ACCOUNT OFFICER	PHONE
Associated Bank	The View	

II. TRADE REFERENCES

COMPANY	CONTACT PERSON	PHONE
Mansfield Taniguchi Cohen	Greg Miller	612 339-4295
Kirk Anderson Attorney	Kirk Anderson	612 232 6844
Harris Architects	John Harris	612 940 6427

III. DEBT SCHEDULE

Please list all existing business debts. Date*: _____

Creditor name	Original amount	Original date	Present balance	Interest rate	Maturity date	Monthly payment	Assets secured	Current or delinquent

Total present balance* \$ 92,000

Total monthly payment \$ 0

* Should be the same information provided on the current financial statement.

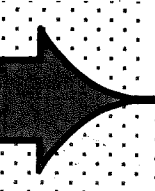
IV. ACCOUNTANT

Name Peter Milinkovich
 Address Mpls, MN
 Phone/e-mail 612-349-2727 milinkov@officeinters.com

V. LAWYER

Name Greg Miller
 Address 220 6th St. So. Mpls, MN 55402
 Phone/e-mail (612) 339-4295 g.miller@mansfieldtaniguchi.com

REAL ESTATE CONTRACT



THIS REAL ESTATE CONTRACT (the "Contract") is entered into as of the ____ day of June, 2011 ("Effective Date"), by and between 1563 University Ave, LLC ("Seller"), and Emad Abed dba Midway Residence ("Buyer").

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Property. Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller the real property described on Exhibit A attached hereto and all improvements located thereon and all appurtenances thereto (the "Realty"), and the personal property described on Exhibit B attached hereto (the "Personalty"). The Realty and Personalty are sometimes collectively referred to herein as the "Property".

2. Purchase Price. The purchase price for the Property is One Million and 00/100 Dollars (\$1000,000.00) ("Purchase Price") and shall be paid as follows:

(a) Earnest money in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) ("Earnest Money Deposit") shall be deposited by Buyer with the Nexus. ("Title Company") within Ten (10) business days after the execution of this Contract. At closing, the entire Earnest Money Deposit will be disbursed to the Seller and applied to the Purchase Price, and will be reflected as a closing statement credit to the Buyer. Seller and Buyer agree to execute an Earnest Money Escrow Agreement if requested by the Title Company, which shall be in form and content reasonably acceptable to Buyer, Seller and the Title Company.

(b) The balance of the Purchase Price, subject to closing prorations and credits, shall be paid in cash or a cash equivalent at closing.

3. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties in connection with Buyer's purchase of the Property, and no others, express or implied:

(a) Seller has the corporate authority necessary to enter into this Contract and comply with Seller's obligations hereunder;

(b) There are no pending or, to Seller's knowledge, threatened condemnation or eminent domain proceedings which would affect the Property;

(c) There are no undisclosed agreements between Seller and any other party which relate to the Property;

(d) Until the closing date, the Property will be maintained in substantially the same condition as it is in on the date of this Contract, subject to ordinary wear and tear and casualty damage; and



PROPOSAL FOR PROFESSIONAL SERVICES

SNELLING MIXED-USE BUILDING
1563 WEST UNIVERSITY AVENUE

ATTENTION: RUSTY WILLIAMS
DEW CORPORATION
2586 7TH AVENUE EAST
SUITE 301
NORTH ST. PAUL, MN 55109

SEPTEMBER 2, 2010

Having discussed the project with Emad Abed and Mike Burton of Burton Land Company and Rusty Williams of Dew Corporation, Momentum Design Group, LLC proposes the following scope of work as a recommended procedure for the planning and design of a Mixed-Use retail and housing building located at 1563 West University Avenue in St. Paul, Minnesota.

PROJECT DESCRIPTION:

Development of the approximately .22 acre site shall include the construction of approximately 5,000 sf of retail space on the first level and four dwelling units located on the second floor with a poured concrete pad at the rear of the building for apartment entry, commercial delivery, and trash storage along with supportive landscaping. The second floor dwelling units shall be designed for rental apartments. Common areas will be minimal, consisting of a postal area and egress staircases.

The retail portion shall be located along West University Avenue, near Snelling and shall be constructed to a vanilla shell finish. Restrooms and entry vestibule shall be incorporated into the design.

The first floor exterior wall structure shall be CMU bearing walls with interior steel columns and a 4" concrete slab. The second floor structure shall consist of wood floor trusses and demising walls shall double as bearing walls. The exterior skin of the building is anticipated to be veneer CMU or brick, EIFS, and Hardie-Board siding.

The site design shall include reviewing all grading, drainage, utility placement, landscaping, and sidewalks to support the overall development. It shall also include implementing changes to the site plan as directed by the Owner.



The scope of work of this proposal shall include: 1) meetings with Client to define program requirements for the new space, 2) develop hand-drawn concept plan sketches to present to Client for approval, 3) development of Computer drawn Design Development plan drawings for preliminary pricing and City Approval 4) produce Construction Documents for competitive bids and building permit procurement, and 5) construction administration to provide a successful project.

SCOPE OF SERVICES:

The professional services of Momentum Design Group, LLC. shall be as follows:

I. PROGRAMMING AND SCHEMATIC DESIGN:

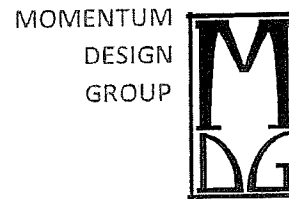
- A. Review all information, reports, documents, and drawings the Owner may have related to this project. Review the current and projected future needs of the building with the Owner and prepare a preliminary program to be used in developing building floor plans. document for use in planning and study.
- B. Meeting(s) with the Client to determine and define short and long term goals.
- C. Review retail operations and dwelling unit requirements with the Owner as they apply to the anticipated new building including:

Design limitations	Lobby/Reception requirements and sizes
Customer and employee entry to space	Interior traffic flow and circulation
Dwelling Unit sizes and design	Adjacencies and functional relationships
Retail requirements	Storage areas
Commercial HVAC systems and ducting	Electrical and lighting systems

- D. Based upon the information developed in A, B, and C above, prepare a final detailed program for the building.
- ~~E. Verify and measure entire building and structure, excluding exterior site elements.~~
- F. Prepare preliminary, hand-drawn Building Concept floor plans reflecting elements identified in the building program including recommended design changes.
- G. Meet as necessary with Client during the entire process to finalize design solutions.
- H. Submit proposed plans to the General Contractor or Construction Manager for value engineering and preliminary construction cost estimating.

II. DESIGN DEVELOPMENT:

- A. Meet with Structural Engineer to determine structural concept.
- B. Prepare preliminary Code Review of entire building.
- C. Prepare a computer-drawn floor plan from the chosen Schematic Concept.
- D. Meet as necessary with Owner during entire design process to finalize design solutions.
- E. Submit proposed plans to the Client/Construction Estimator for value engineering and preliminary construction cost estimating.
- F. Prepare an outline specification for the project.



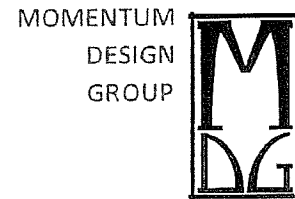
III. INTERIOR DESIGN:

- A. These services are detailed on Table under Total Fees Anticipated and are completed during the Construction Documents phase of design.
- B. Provide two finish palettes for the Owner to review for all dwelling units. It is assumed that units will have one of two color and material options. These options will be mounted to a board.
- C. Common Area finishes to include flooring, wall finishes, ceiling finishes, and millwork finishes for the Lobby, stairwells, elevator, Retail restrooms, and common corridors.
- D. Dwelling unit finishes shall include flooring selection, base selection, wall paint colors, ceiling paint and texture, cabinet selection, cabinet hardware, door style and hardware, light fixtures, plumbing fixtures, etc.
- E. Light Fixtures shall be selected throughout.
- F. Interior Signage shall be designed and specified throughout all common areas.
- G. Window treatments shall be specified for Dwelling Units only.
- H. Design services for a Model Unit are not included in this proposal.
- I. A separate price shall be submitted upon request for rendering interior perspective views of common areas or any other areas within the building.
- J. Furnishings, furniture, and artwork for Common Areas is not included in this proposal.
- K. This proposal does not include costs for hand rendering interior perspective views of any areas within the building.

IV. CONSTRUCTION DOCUMENTS:

- A. Based upon Owner requested changes, finalize all architectural designs.
- B. Make recommendations on the selection of materials.
- C. Discuss with the General Contractor's Design/Build Mechanical Engineer/Contractor and evaluate HVAC, plumbing, and other building mechanical systems for compatibility to the Scope of Work (if applicable).
- G. Discuss with the General Contractor's Design/Build Electrical Engineer/Contractor and evaluate the electrical system for compatibility to the Scope of Work (if applicable).
- C. Finalize all mechanical and electrical system designs with Mechanical and Electrical subcontractors if M/E is contracted for design.
- D. Finalize all structural design requirements for the building with the Structural Engineer.
- E. From the approved Design Development drawings, prepare a set of construction drawings and specifications, which shall include the following:

All required Surveys (by others)	Unit plans, Reflected Ceiling Plans, and Device plan for Design/Build Electrical
Site Demolition Plan (by Civil)	
Site Plan	Interior Elevations
Landscape Plan (by Landscape)	Interior Details
Paving Plan (by Civil)	Schedules (Door, Window, & Finish)
Site Lighting Plan	Interior Signage Elevations and Details
Site Details (by Civil)	Interior Floor and Wall Finishes Plan
Landscape Details (by Landscape)	Structural Foundation Plan



Code Plan w/ Wall Types	Structural Framing Plans
Floor Plans(s)	Structural Details (3 sheets estimate)
Roof Plan(s)	Mechanical Plans & Details (By others)
Reflected Ceiling Plan(s)	Electrical Plans & Details (By others)
Exterior Elevations	Civil Plans & Details (By others)
Wall Sections (5 sheets estimate)	
Vertical Circulation Plans and Sections	

- F. Submit 50% complete Construction Documents to the General Contractor for value engineering and project budget updating.
- G. Assist Owner in filing the required documents for Building Permit.
- H. It is assumed that this project will not be certified for LEED.

V. BIDDING AND NEGOTIATION:

Following the Owner's and General Contractor's approval of the construction documents, assist the Owner in letting and receiving Contractor bids for the project by distributing drawings to the Contractors, answering Contractor questions, and reviewing bids received.

VI. CONSTRUCTION ADMINISTRATION PHASE:

- A. Review shop drawings, samples and other submissions of the contractor.
- B. Answer contractor questions.
- C. Make twice per month visits to the site to be familiar generally with the progress of the Work.
- D. Process monthly pay requests.
- E. Assist in the preparation of a final project punch list.
- F. Issue a Certificate of Substantial Completion (if requested).
- G. Assist the Contractor in applying for and procuring all required permits.
- H. Prepare and issue Change Notices and Change Orders as necessary.

TO BE PROVIDED BY THE OWNER:

The Owner shall provide:

- 1. All background information the Owner may have available related to this project and necessary instructions and input regarding the program requirements.
- 2. Existing site plans and building plans, as-built drawings of existing and proposed buildings, soils reports, other topographical and utility maps and information the Owner has and, if necessary, measured drawings of existing structures. Momentum Design Group, LLC (the Architect) shall be entitled to rely upon the completeness and accuracy of this information, surveys and reports furnished by the Owner. Momentum Design Group, LLC shall not be required to check or verify client or Owner-provided information or the technical adequacy or compliance of any portion of the project designed by the client or Owner's consultants. Momentum Design Group, LLC assumes no responsibility for the accuracy of the information provided by the client/Owner or of the design information provided by others, excluding the firm's consultants. The client/Owner agrees to defend and indemnify Momentum Design Group, LLC for any delays, costs, losses, or damages caused by false, inaccurate, or non-compliant information provided by the client, the Owner, or the client's consultants.



3. A designated representative from whom the Architect will receive instructions and authorization.
4. Prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the project of non-conformance with the Contract Documents.
5. Provide information pertaining to key issues, including typical facility use and problem areas regarding traffic flow between staff and the public.
6. Provide information pertaining to current and future facility requirements.
7. ~~Civil Engineering is not required for this proposal.~~
8. Provide in-house or consultant design and installation of security, phone, data, and POS equipment.
9. Purchasing and design of all furniture, fixtures, and equipment not part of the Construction Contract.

USE OF ARCHITECTS INSTRUMENTS OF SERVICE:

1. Drawings, specifications and other documents, including those in electronic form, prepared by the Architect shall be deemed the author and owner of his Instruments of Service and shall retain all common law, statutory and other rights, including copyrights.
2. No permission to modify or reproduce any of these Instruments of Service, including without limitation the construction of any building; is expressed or should be implied from delivery of preliminary drawings or unsealed construction drawings.
3. Permission to construct the building depicted in sealed construction drawings is expressly conditioned on full and timely payment of all fees otherwise due Momentum Design Group, LLC. and, in absence of any written agreement to the contrary, is limited to a one-time use on the site indicated in this proposal or on the drawings.

REPLACEMENT OF THE ARCHITECT:

If the Architect for any reason is not allowed to complete all the services called for by this Agreement, the Architect shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by the Architect if used, changed or completed by the Owner or by another party. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and sub consultants (collectively, Architect) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by the Architect.

OTHER CONDITIONS OF THIS CONTRACT:

- A. Momentum Design Group, LLC.'s (MDG) Involvement During Construction
 1. MDG shall not have control over changes, and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions (job site safety) and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. MDG shall not have control over or change of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any persons performing portions of the work.
 2. Betterment: If, due to MDG's negligence, a required item or component of the Project is



omitted from the Architect's construction documents, MDG shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MDG be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

B. Indemnification for Work and Project Risk:

The Owner acknowledges the risks to the Architect inherent in construction projects and the disparity between MDG's fee and MDG's potential liability for problems or alleged problems with such projects. Therefore, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless MDG, its officers, directors, employees and sub consultants (collectively, MDG) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for MDG's sole negligence or willful misconduct.

C. Opinions of Probable Construction Cost:

In providing opinions of probable construction cost, the Owner understands that MDG has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that MDG's opinions of probable construction costs are made on the basis of MDG's professional judgment and experience. MDG makes no warranty, expressed or implied that the bids or the negotiated cost of the Work will not vary from MDG's opinion of probable construction cost. Momentum Design Group, LLC does not engage in construction cost estimating.

SCHEDULE:

Momentum Design Group, LLC. shall begin Work within one (1) week of being authorized and shall complete all tasks in this proposal within a proposed schedule. Work shall not begin until the signed proposal is returned to Momentum Design Group, LLC.

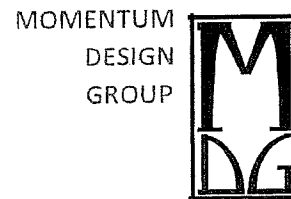
FEES AND METHODS OF PAYMENTS:

Momentum Design Group, LLC. bases all fees for professional services on the percentage of time anticipated to complete the described scope of services. Fees for professional services shall be billed monthly in proportion to work completed on the project and shall be paid thirty (30) days from the date of invoice. Momentum Design Group, LLC. reserves the right to stop all work on the project if invoiced amount has not been paid 31 days after due. All phases of design must be paid prior to the start of the next phase. No work will begin until the previous phase is completely compensated. A 1.5% monthly interest rate shall be applied to all past due accounts.

ENGINEERING SERVICES:

Momentum Design Group, LLC. does not employ professional Engineers on their in-house staff. All Engineering services recommended in this proposal shall be provided by Momentum Design Group, LLC. (except where noted) on a consultant relationship within the designated design fee as defined by forthcoming proposals. Other engineering services that are not included with this proposal are, but not limited to; Geotechnical, Traffic, Materials Testing, and Sound/Acoustics. If proposals of these engineering

Proposal for Professional Services
MIXED-USE BUILDING
1563 WEST UNIVERSITY AVENUE
ST. PAUL, MINNESOTA
 September 2, 2010 Page 7 of 8



contractors are required, MDG shall obtain proposals and forward to the Owner for review.

TOTAL FEES ANTICIPATED:

The total cost of all basic services recommended in this proposal shall be as listed below plus normal reimbursable costs of printing, reproductions, copies, telephone, postage, delivery and mileage, etc. depending upon the actual final determined scope of work to be performed. The base Architectural Fee shall be as follows:

Item No.	Description	Arch/ Landscape Arch	Survey	Civil	Struct.	Int. Design	Total	Activity Duration
I.	Programming & Schematic Design	\$9,000	\$2,500	\$3,000			\$14,500	3 weeks
II.	Design Development	Included in Item I.						3 weeks
III.	Interior Design							5 weeks
IV.	Construction Documents	\$22,000		\$1,000	\$9,000	\$4,000	\$36,000	5 weeks
V.	Bidding & Negotiations	\$2,500			\$500		\$3,000	3 weeks
VI.	Construction Administration	\$9,500		\$800	\$1,500	\$1,000	\$12,800	5 months
	Total	\$43,000	\$2,500	\$4,800	\$11,000	\$5,000	\$66,300	
	Project Reimbursables-estimate						\$2,500	

NORMAL RE-IMBURSABLE EXPENSES:

30x42 Black and White Plots	\$5.25/sheet
24x36 Color Plots/Prints	\$95.00/sheet
11x17 Black and White Copies	\$.26/sheet
8 1/2x11 Black and White copies	\$.14/sheet
11x17 Color Copies	\$1.50/sheet
Mileage	as per Fed standard
Large Scale Scans (24x36)	\$19.50 per sheet
Compact Disc	\$5.00 per disc

ADDITIONAL SERVICES:

If, in the event that the scope of work changes, MDG will create a new proposal for the Additional Services, this proposal will outline the scope of work for said Additional Services only. Additional Services are based upon an agreed upon sum prior to MDG commencing any work on the Additional Services. Invoicing of Additional Services shall be monthly as per the percentage of work deemed complete.

LIMITS OF LIABILITY:

In recognition of the relative risks, rewards and benefits of the project to both the Owner and Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the Architect's liability to the Owner and to all the Owner's contractors and subcontractors on the project for

Proposal for Professional Services
MIXED-USE BUILDING
1563 WEST UNIVERSITY AVENUE
ST. PAUL, MINNESOTA
September 2, 2010 Page 8 of 8

MOMENTUM
DESIGN
GROUP

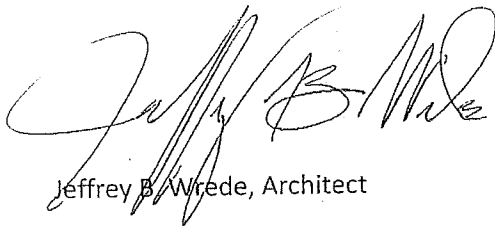


any and all claims, losses, costs, damages, or claims expenses from any cause or causes, so that the total aggregate liability of the Architect to all those named shall not exceed the Architect's total fee for services rendered on this project. Such causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

This proposal is good for thirty (30) days. If acceptable, a signed copy will be our authorization to proceed. If the Scope of Services in this proposal is not exactly as you would like it, we would be happy to adjust it and revise the fee accordingly.

Respectfully submitted,

Momentum Design Group, LLC.



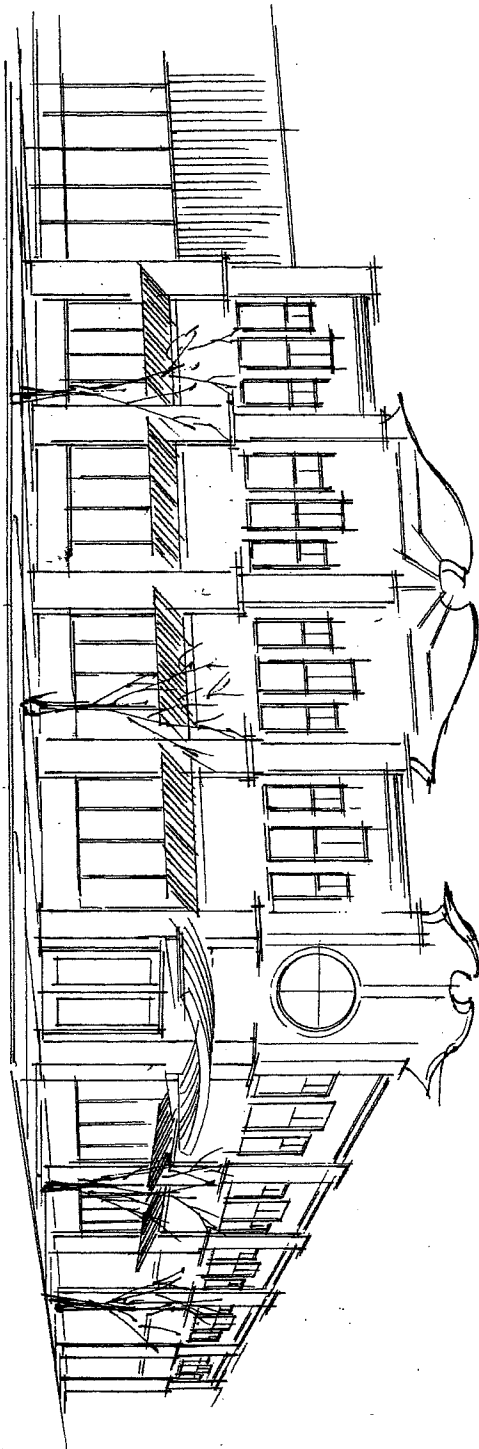
Jeffrey B. Wrede, Architect

AUTHORIZATION TO PROCEED

BY: _____

ITS: _____

View from University



DATE	08/13/2010
PROJECT ARCHITECT	BBB
PERMIT SUBMIT DATE	02/02/2011
PROJECT NUMBER	04-022

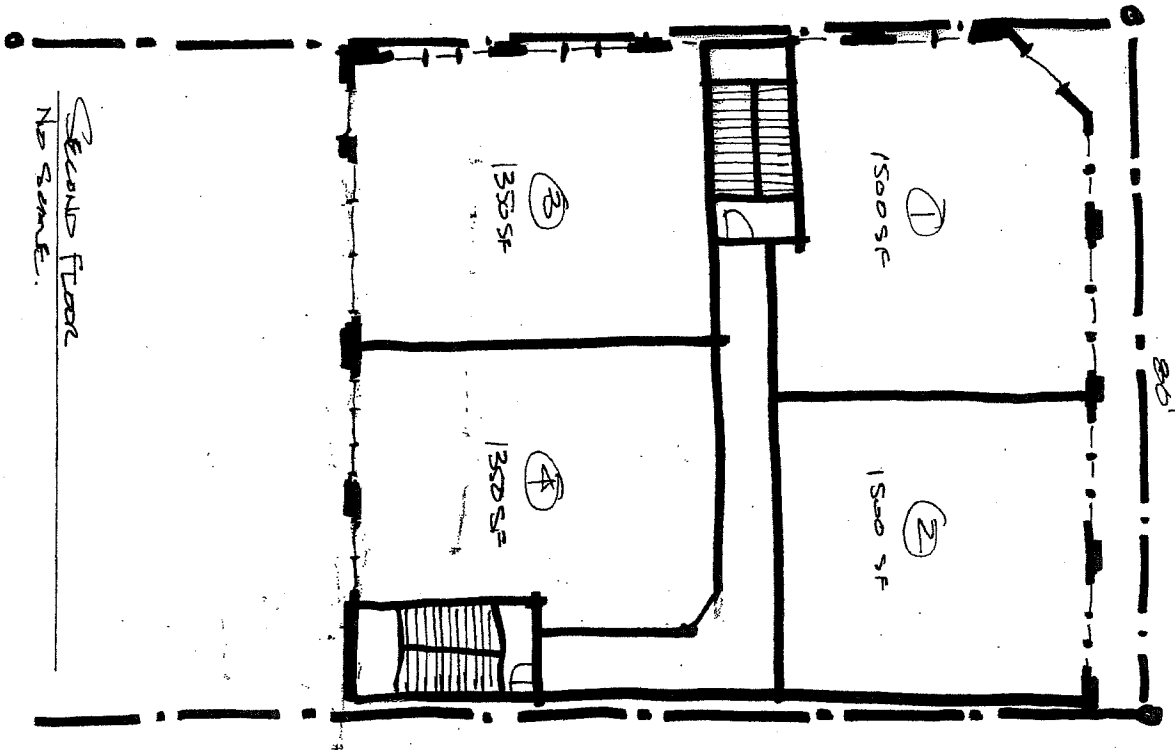
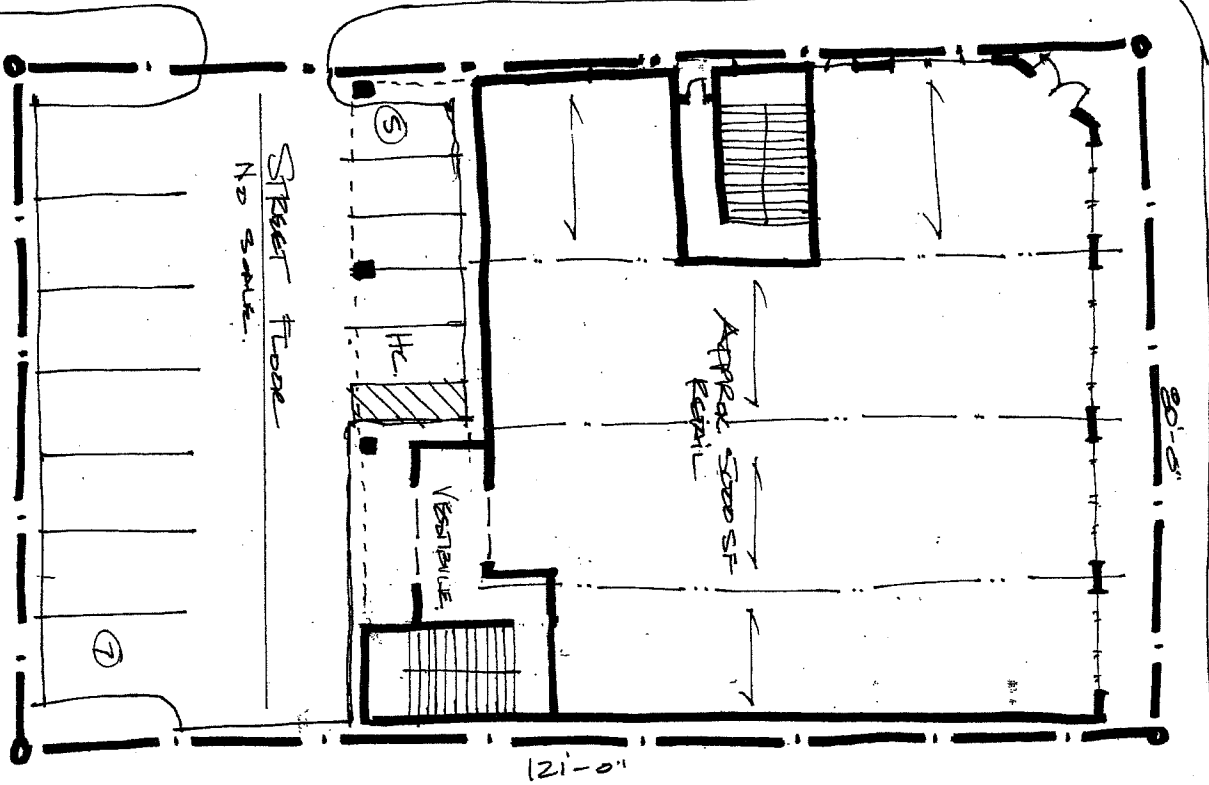
MIXED-USE PROJECT
1495 WEST UNIVERSITY AVENUE
SAINT PAUL, MINNESOTA



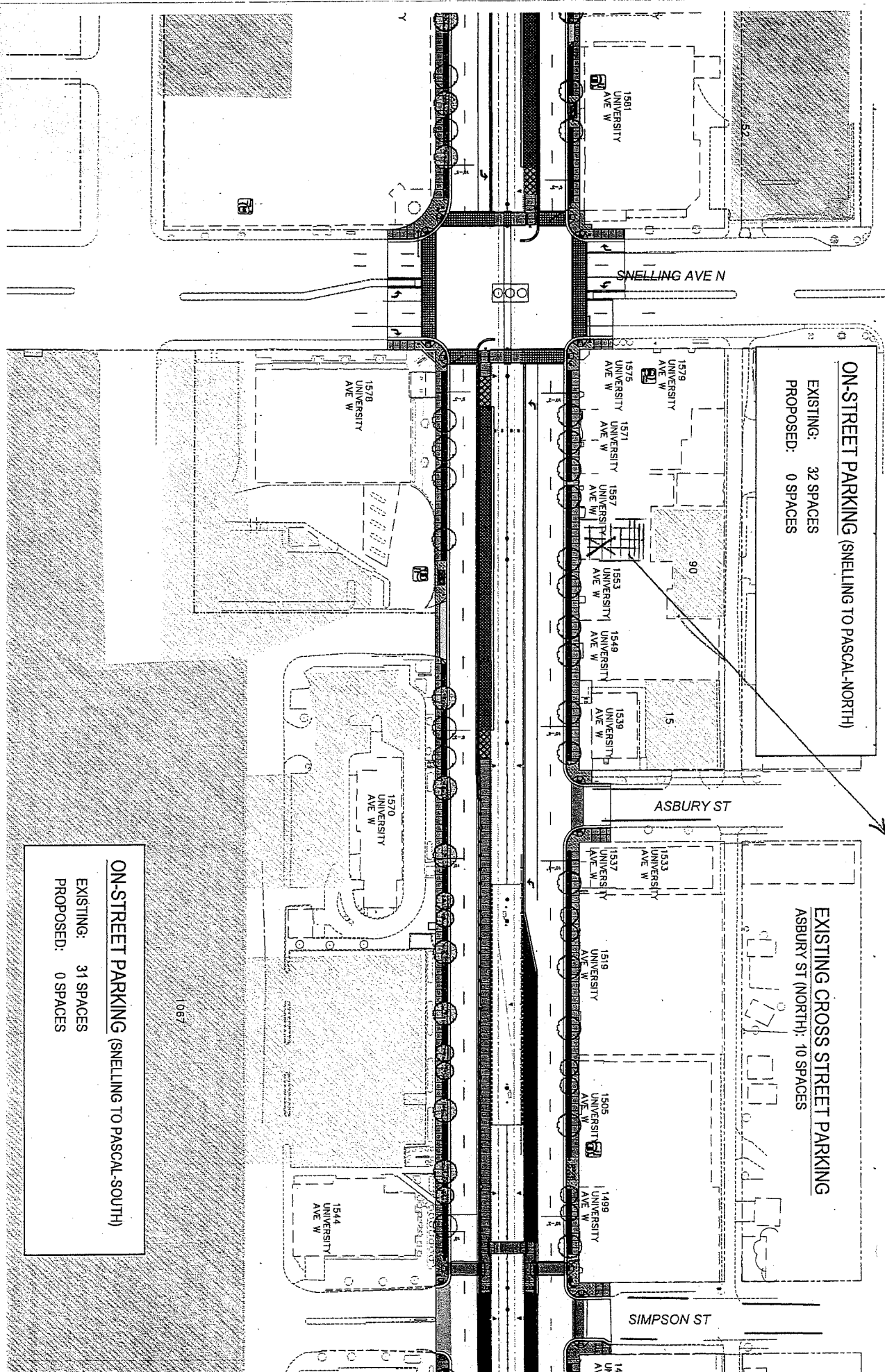
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ON-STREET PARKING (SNELLING TO PASCAL-NORTH)

EXISTING: 32 SPACES
PROPOSED: 0 SPACES

**EXISTING CROSS STREET PARKING
ASBURY ST (NORTH): 10 SPACES**

ON-STREET PARKING (SNELLING TO PASCAL-SOUTH)

EXISTING: 31 SPACES
PROPOSED: 0 SPACES

Central Corridor
Light Rail Transit

UNIVERSITY AVENUE
29TH AVE SE TO RICE ST
JUNE 1, 2010

Section A: Proposal & Organization InformationProject Name: Giesen House Ward 7 Planning District 4Legal Entity Submitting Request: Historic Saint Paul CorporationPlease check organization type(s): Public ☐ For Profit ☐ Non-Profit ☒Mailing Address: 318 Landmark Center 75 West 5th Street Saint Paul, MN 55102
STREET CITY STATE ZIPContact Person For This Request: Carol CareyDaytime Phone: (651) 222-3049 Fax #: (651) 222-7783 Federal Tax I.D. # 41-1903550E-mail Address: ccarey@historicsaintpaul.orgProposal Location: Giesen House 827 Mound Saint Paul, MN 55106**STAR Funding Request:**Grant request \$ 25,000

Loan request \$ _____ proposed interest rate and term: _____

Total STAR Request: \$ 25,000 (total from page 7)Total Match Leveraged: \$ 80,000 (total from pages 7 & 8)**The following compliance issues may apply to your proposal and can be reviewed on the City of Saint Paul's website:** <http://www.stpaul.gov/index.asp?Mid=2659>

- * Vendor Outreach Program: Goals apply to *all projects* receiving city funding
- * Federal Davis Bacon Requirements: Projects funded with \$2,000 or more of *federal* dollars
- * Little Davis Bacon Requirements: Projects funded with \$10,000 or more of *city* dollars
- * Two Bid Policy: Projects receiving \$20,000 or more of city funds
- * Business Subsidy: May apply to recipients of grants of \$25,000 or more and loans of \$75,000 and over
- * Affirmative Action: Entities receiving \$50,000 or more of city funds within a 12-month period
- * Living Wage: Entities receiving \$100,000 or more of city funds
- * Project Labor Agreement: Entities receiving \$250,000 or more of city funds
- * Section 3: Economic opportunities to low income persons or business concerns residing close to the project's location
- * Sustainability Initiative: A plan to make future development projects more environmentally and financially sustainable

We authorize Planning and Economic Development to order a consumer credit report and verify other credit information, including past and present mortgages and contract for deeds, as necessary to process our STAR application.

Individual Completing the Application:

Carol Carey	Executive Director	3/31/11
<i>Name (please type)</i>	<i>Title</i>	<i>Date</i>

Signature

Chief Officer or President:

Carol Carey	Executive Director	3/31/11
<i>Name (please type)</i>	<i>Title</i>	<i>Date</i>

Signature

II. PROPOSAL INFORMATION:

1. Please provide a description of your project or program in the space provided:

Funding requested through this proposal would assist in the preservation/restoration of character-defining elements of the Giesen House at 827 Mound, a 6,000 sq.ft. masonry home in Mounds park listed on the National Register of Historic Places.

The Giesen House Was originally built for the Giesen family, who created elegant costumes for Saint Paul families and festivals for over 90 years. The house itself embodies many of the characteristics of late Victorian styled homes including the Queen Anne Style and Romanesque Revival. From the asymmetrical roof lines to the highly detailed fire place mantels this home possesses numerous significant architectural details and attributes that should be restored utilizing the Secretary of Interior's Standards. The home is set on a hill overlooking the Mississippi River and downtown Saint Paul. The home's original site, landscaping, and ornamentation epitomized the ideal picturesque suburban Victorian home of the 1890s.

Significant architectural features include:

Red brick and sandstone exterior with a limestone foundation.

Rounded arches in the turret, semi-circular arches on windows, and the use of sandstone belt courses throughout most of the facades.

Interior elements that reflect the Eastlake style including the fire place mantels on the first floor; the door knobs and hinges throughout the home; the use of encaustic tile in the entryway; and the light fixtures that hang in the entryway.

A large entry hall decorated with artful stain glass, encaustic tile, and a substantial light fixture.

A solarium in immediate needed of immediate stabilization.

2. Briefly describe, in quantifiable terms, the specific results of this proposal (i.e.: 10 houses rehabbed in 2 years; 5 jobs created by business expansion; 15,000 sq. ft. Community Center addition.)

The stabilization and restoration of character-defining features of the Giesen House at 827 Mound.

3. Please explain the public benefit of your project:

As noted in the Preservation Chapter of the comprehensive plan, there are a finite number of irreplaceable historic resources in Saint Paul, and the Giesen House is certainly one of them. Historic plays a critical role in defining the physical and visual character of Saint Paul. Preserving our historic resources enhances community character, quality of life, and a sense of place in neighborhoods throughout the city. The current property owner converted the property from a multi-unit dwelling and in the past 5 years has invested close to \$200,000 in property repairs. She has addressed important items such as the roof, chimneys, and other items, and is about to invest \$20,000 in the mechanical systems. Public support for the restoration of the homes unique historic features will provide for their preservation for current and future generations to appreciate, enjoy, and learn from.

II. NEIGHBORHOOD PLANNING/COMMUNITY SUPPORT: Community involvement is a critical part of the STAR program. In this section you are being asked to identify the participation of neighborhood and community groups in your proposal.

1. Will your project be coordinated or partnered with any other project, program? If yes, please describe:

Yes, the Minnesota Cultural and Heritage Grant program at the Minnesota Historical Society, and the Historic Preservation Program at the University of Minnesota.

2. Is this proposal identified as part of an adopted city, neighborhood, or business plan? If yes, please describe: (Neighborhood plans can be found @ www.stpaul.gov/index.aspx?NID=3446)

Yes, the Heritage Preservation Chapter of the Saint Paul Comprehensive Plan

3. Is there neighborhood\community support for this proposal? YES X NO _____. Please explain:

Dayton's Bluff District 4 Community Council
Ramsey County Historical Society
Several neighbors interested in hosting a fundraiser for project

III. PUBLIC COST: This section helps define the financial impact of your request on the general public. Please be as accurate as possible:

1. Will this project/program result in a change in the tax base? NO

\$8,328 Current property taxes payable per year

_____ Estimated taxes after project is completed

_____ Net change in taxes per year

2. For proposals that remove property from the tax rolls, you'll need to calculate a Payment in Lieu of Taxes (PILOT) that will replace the lost property tax revenue. Suggested minimum is 25% of the total current taxes to assist with basic safety services to be paid for 20 years or the term of the agreement, whichever is longer. **The estimated PILOT is:** _____.

IV. PROJECTED JOB CREATION / RETENTION

[] Job Impact [] No Job Impact	Year 1	Year 2	Year 3	Year 4	Year 5
# of New Full-Time Permanent Jobs <i>CREATED</i> Each Year					
# Of Full-Time Permanent Jobs <i>RETAINED</i> Each Year					
#OF FULL-TIME PERMANENT JOBS <i>LOST</i> Each Year					
# of Construction/Temporary Jobs <i>CREATED</i> Each Year	5				
Average Wage for Full-Time Permanent Workers					

V. STAR PROJECT / PROGRAM ACTIVITIES: The Neighborhood STAR Program provides funding for a variety of activities. **Please complete the one section only that best describes your proposal:**

A. Development/Redevelopment; B. Open Space Improvement; C. Re-lending/re-granting Program:

A. Commercial or Residential Development/Redevelopment Project: If you are requesting funds

for a commercial or residential development/redevelopment project, please complete the following section:

1. Define the type of public benefit that can be expected. Please place a "1" next to the item you believe is the primary benefit, and a "2" next to the item you select as a secondary benefit:

Support Vitality of Industry		Incr. Women/Minority Businesses		Address Special Housing Needs
Stablize Market Value		Encourage Entrep'ship		Retain Homeowners in the City
Provide Self-Employment Opt's		Generate Private Investment	2	Maintain Housing Stock
Create Local Business		Support Commercial Activity		Incr. Home Ownership Stock
Retain Local Business	1	Heritage Preservation		Provide Affordable Housing

2. Before a development proposal may proceed, you must have control of the property. Please indicate the type of site control you have: Deeded Title ___ Purchase Agreement ___ Purchase Option ___ Existing Lease ___ Lease Agreement ___ Other X Comments: working in partnership with property owner

3. a. Type of development: New Construction _____ Rehabilitation/Expansion X
- b. Describe the current use of space (number of units, sq. ft., commercial, residential, etc.)
single-family dwelling 6,000 square feet
- c. List the proposed use of space (office, retail space, housing units, etc.)
continued use as single-family dwelling
- d. Will the proposal provide the leasing of space? YES ___ NO X If yes, please provide:

PROSPECTIVE TENANTS	SQUARE FOOTAGE	RENT PER SQUARE FOOT	IS LEASE SIGNED?

4. Anticipated start date? August 2011 Estimated completion date? March 2012
5. If this request is for a new business start-up, **please attach** your business plan.
6. Has a developer, architect, general contractor, and/or leasing and management firm been selected?
Yes _____ No X If yes, please identify:
7. Have detailed cost estimates been prepared? Yes X No _____ If yes, **please attach**.

PLEASE NOTE: Economic development activities may be subject to both the City's Living Wage and Business Subsidy requirements. For more information, please visit the city's website: <http://www.stpaul.gov/index.asp?NID=2659>.

VI. SOURCES AND USES: Please attach an itemized budget or contractors' estimates where applicable. Itemize use of STAR funds, private match and non-matching funds for the entire project:

CATEGORY	STAR LOAN REQUEST	STAR GRANT REQUEST	MATCHING FUNDS	NON-MATCHING	TOTAL
----------	-------------------	--------------------	----------------	--------------	-------

Category	STAR LOAN REQUEST	STAR GRANT REQUEST	MATCHING FUNDS	FUNDS* NON MATCH	TOTAL
Acquisition					
Rehabilitation:					
residential		20,000	70,000		90,000
commercial					
New Construction:					
residential					
commercial					
Public Improvements					
Private Open Space Improvements					
** Direct Project Costs		5,000	10,000		15,000
TOTALS: <i>total(s) also appear on pages 1 and 2</i>	0	25,000	80,000	0	105,000

Line Item Examples:

Acquisition:	up to 20% of STAR funds may be used to purchase an existing building or property
Commercial/Housing Rehabilitation:	capital improvements to an existing building
New Construction:	new structure
Public Improvements:	streetscape, play equipment, park benches, permanent signs, exterior lighting etc. on public property
Private Open Space Improvements:	playground, community garden etc. on private property

* **Please List** the additional funds being used on this project that do not qualify as matching contributions (i.e. city grants from CDBG, TIF, CIB or the HRA)

****Direct Project Costs (Soft Costs)** - Up to 20% of STAR funds may be used for soft costs (i.e. acquisition, architect, engineering, legal and loan fees, environmental testing, permits, licenses, etc.) Eligible soft costs do not include **general** administrative fees, marketing, or operating costs. Please itemize and describe soft costs:

Architectural services/project management \$15,000

VII. SOURCE OF MATCHING FUNDS: Matching funds must be *directly* related to the capital improvement proposal. Please refer to the Neighborhood STAR Guidelines (www.stpaul.gov/star) for eligible match criteria.

Please Identify Source & Type of Matching Funds	Amount	Date Available	Match Firm?
A. Estimated volunteer labor/sweat equity*:			
B. Estimated in-kind service*:			
1			
2			
3			
C. Estimate and name source of cash donations:			
1 Howard Kidder	\$10,000	August, 2011	yes (verbal)
2 Minnesota Historical and Cultural Grants	\$50,000	September 2011	no
D. Name and amount of anticipated foundation grants:			
1			
2			
3			
E. Amount of loan(s) and name of lender:			
1			
2			
F. Amount and source of private equity:			
1 Property owner	\$20,000		yes
2			
3			
G. Amount, source and type of other match:			
1			
2			
3			
TOTAL VALUE OF MATCHING FUNDS**:	\$ 80,000		

* Up to 30% of the total match may be indirect contributions including in-kind goods and services, sweat equity and/or volunteer labor. Sweat equity and volunteer labor is valued at \$15 per hour (*STAR Guidelines, page 7*)

** Same total appears on pages 1 and 7

VIII. APPLICANT INFORMATION. This section provides the STAR Board, elected officials, and staff with basic information about your organization, and its abilities to carry out a STAR project.

Please describe your organization (i.e. its history, structure, business, membership, purpose etc.)

Historic Saint Paul (HSP) was founded in 1998 by a group of committed citizens, with assistance from the City of Saint Paul. Our mission is to strengthen our city by celebrating our cultural heritage and acting as a catalyst for the conservation of neighborhoods, business districts and local landmarks. HSP works in partnership with private owners, community organizations, and public agencies to leverage Saint Paul's cultural and historic resources as assets in economic development and community building initiatives.

HSP envisions that our preservation work will result in an increased cultural, economic, and social value for the city. Our work is focused on achieving:

- Strong vibrant communities for people of all income levels;
- A preservation ethic that promotes the maintenance and reuse of existing buildings and neighborhoods, sustainable urban development, and quality future design;
- Rehabilitation and/or stabilization of residences, commercial buildings, and neighborhood landmarks—including those in distressed neighborhoods—that are viewed as assets rather than liabilities;
- Educating residents and building owners to give them an enhanced sense of belonging and an understanding and appreciation of their homes, commercial buildings, and neighborhoods.

HSP works through four program areas to achieve its mission. These four areas are described below.

A. Neighborhood Preservation and Commercial Revitalization:

The **Restore Saint Paul** loan program assists property owners in preserving and restoring the historic character of buildings in Saint Paul. Though Restore Saint Paul, HSP provides targeted financial and technical assistance to owners of residential and commercial buildings. Restore Saint Paul adds value to community development work in Saint Paul by focusing on the exterior of properties. The exterior renovations completed through the program have made a visual impact in the Dayton's Bluff, Frogtown and Payne-Phalen neighborhoods and have helped ameliorate the perception of disinvestment and deterioration.

B. Cultural Heritage Interpretation:

HSP promotes the history of Saint Paul neighborhoods and assists with efforts to interpret cultural resources, particularly those in core city areas. Over the past two years, HSP has published a series of neighborhood guides that enhance local revitalization initiatives along Saint Paul's commercial corridors.

C. Advocacy:

HSP promotes the preservation and redevelopment of key structures and neighborhood landmarks in Saint Paul. We work directly with local partners to study reuse alternatives, build public support and connect with private interests who bring vision, expertise and resources to move projects forward.

D. Education

HSP educates residential and commercial property owners, city officials, trades-people, and community partners on the principles, practices, and benefits of using our historic resources wisely. HSP hosts a lecture series that provides an opportunity for all residents, architects, preservationists, developers, students, planners and community organizers to gather and discuss local preservation issues. HSP also produces communications tools to raise awareness of preservation initiatives, issues, and opportunities, including a website (www.historicsaintpaul.org), and electronic newsletters.

HSP is managed by a board of 12 volunteer professionals with expertise in architecture, community development, urban planning, education, historic preservation, affordable housing, non-profit management, and finance (see attached board roster). We currently have one full time employee, one part-time employee, two contract employees and from 20 to 25 volunteers annually.

2. What is your status as a legal entity? (*i.e. corporation, partnership, nonprofit, proprietor, etc.*)
nonprofit
3. Who will be the designated project manager? Becca Hine
Describe her/his background, skills and experience in managing similar-type projects.

Becca Hine, HSP's program coordinator, has been with the organization since May of 2008. In this capacity, Becca has overseen the operations of the Restore Saint Paul loan program, and completed project management of 15 projects. Prior to starting with Historic Saint Paul, Becca worked for 3 local architectural firms specializing in community redevelopment projects: brown field urban infill, single & multi-family housing, mixed use, and master planning. Project experience includes both rehabilitation and new construction.

4. Do you have an adopted/official conflict-of-interest policy? If so, please summarize or attach.

Yes, board members will declare a conflict regarding issues in which they have a material interest, and will refrain from voting or participation in deliberation in such matters.

5. If you have received City funds within the past five years, please identify below or attach a separate list:

YEAR	CITY PROGRAM	AMOUNT	BALANCE	LOAN OR GRANT
2010-11	HRA – East 4 th Street project management	\$51,785	\$40,785	Fee-for-Service
2010-11	HPC - Saint Paul Survey project management	\$20,000	\$13,000	Fee-for-service
2010	Cultural STAR	\$5,350	\$5,350	Grant
2009	Neighborhood STAR	\$ 25,000	\$25,000	Loan & Grant
2008	Cultural STAR – Dayton's Bluff Tour Guide & Audio Tour	\$ 6,000	\$0	Grant
2007	Neighborhood STAR - NIF	\$ 5,000	\$0	Grant
2006	Neighborhood STAR	\$ 200,000	\$107,500*	Loan & Grant
2006	CIB/CDBG	\$ 300,000	\$19,000*	Grant
2006	Neighborhood STAR - NIF	\$ 50,000	\$24,500*	Grant

* **reimbursements to date:** does not included recently signed contracts or committed projects

Section B: Financial Information

ORGANIZATION MANAGEMENT Proprietor, partners, officers, directors, governors and all holders of outstanding stock (100% of ownership must be shown.) Use a separate sheet if necessary.

NAME AND TITLE	COMPLETE ADDRESS	% OWNED
----------------	------------------	---------

		NA

Do you have affiliate and/or subsidiary firms (20% or more ownership in other entities)? If so, please provide the last fiscal year end financial statements for the listed firms.

If your business is a franchise, include a copy of the franchise agreement and the franchiser's FTC disclosure statement.

PLEASE PROVIDE THE FOLLOWING (check if attached or "N/A" if not applicable):

- ☒ A current balance sheet and a current operating statement. (Last business quarter)
- ☒ Aging of accounts receivable/accounts payable as of the date of the current balance sheet.
- ☒ A year-ended balance sheet and profit and loss statement for the previous three years, with accountant's letter, notes and supporting schedules.
- ☐ Detailed cash flow projections for 12 months of operation or a projected annualized income statement with assumptions.
- ☐ A copy of existing or proposed purchase agreement or lease agreement. (Provide appraisal, if available.)
- ☒ If project involves construction, please include specifications and contractors' estimates.
- ☐ If project involves the purchase of fixed assets, please include purchase agreements or vendor quotes.
- ☒ If a corporation, please provide articles of incorporation and bylaws.
- ☐ If a partnership, please provide partnership agreement.
- ☐ If LLC, please provide articles of organization.
- ☐ Copies of last three years business tax returns.
- ☐ Current personal financial statements for partner, officer, owner, and each stockholder with 20% or greater ownership.
- ☐ Resumes of principals and key management.
- ☐ If this project includes bank participation, please provide a bank commitment letter.

I. BANK REFERENCES

BANK	ACCOUNT OFFICER	PHONE
University Bank	Bryan Toft	265-5600

II. TRADE REFERENCES

COMPANY	CONTACT PERSON	PHONE
NA		

III. DEBT SCHEDULE

Please list all existing business debts. Date*: _____

Creditor name	Original amount	Original date	Present balance	Interest rate	Maturity date	Monthly payment	Assets secured	Current or delinquent
NA								

Total present balance* \$ _____

Total monthly payment \$ _____

* Should be the same information provided on the current financial statement.

IV. ACCOUNTANT

Name Carpenter Evert

Address Minnesota Center Suite 940
7760 France Avenue
Bloomington, MN 55435

Phone/e-mail 952-831-0085

V. LAWYER

Name _____

Address _____

Phone/e-mail _____

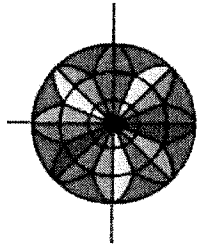


Flannery Construction Budget Worksheet

Job #:

Project: **827 Mound Solarium**

CSI	Description		Budget
00-610	Bond Fee		N.I.C.
00-620	Builder's Risk Insurance		N.I.C.
00-700	General Conditions		\$1,600
00-890	Permit		\$1,465
01-310	Contractor Fee		\$2,960
01-315	Superintendent and Misc. Labor		\$640
01-318	Labor - FOB		\$320
01-535	Dumpster		\$320
01-540	Small Tools		\$60
01-740	Finish Clean		\$320
02-110	Asbestos Removal		N.I.C.
04-110	Tuck-Pointing		\$2,850
05-120	Metals install		N.I.C.
06-052	Labor - Demolition Interior		\$3,600
06-100	Rough Carpentry		\$9,600
06-110	Lumber		\$805
06-200	Millwork Labor		\$3,200
07-320	Roofing/Flashing		\$2,650
07-321	Custom Cornice		\$1,850
07-340	Insulation-Labor		\$160
07-341	Insulation Material		\$35
08-102	Misc. Hardware		\$120
08-500	Windows/Glazing		\$19,618
09-001	Sheetrock Material		\$230
09-250	Sheetrock (frame/hang) Labor		\$1,920
09-251	Sheetrock (finish) Labor		\$960
09-310	Tile		\$1,500
09-910	Paint		\$1,740
10-440	Signage Interior		N.I.C.
16-050	Electric		\$650
	Totals		\$59,173



GAYTEE STAINED GLASS, INC.

NEW WINDOW CUSTOM DESIGN, REPAIR AND RESTORATION

**1519 Central Avenue NE
Minneapolis, MN 55413
Office ~ 612-872-4550
Fax ~ 612-872-4551**

January 21, 2011

Catherine,

I want to thank you for having Gaytee Stained Glass out to look at the stained glass project at your client's house on Mound Street, St Paul.

After evaluating the six stained glass windows my recommendation is as follows:

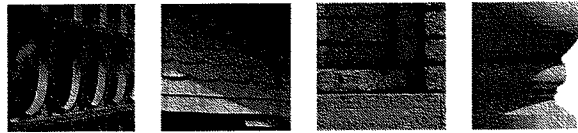
- Repair and replace broken glass
- Remove stained glass panels and transport to our shop
- Soak bath all six panels for 24 hours
- Remove all old lead and grout
- Re-lead each panel
- Re-cement each panel
- Transport windows back to job site and re-install

The cost to complete this work: \$9,720.00

If you have any questions, please feel free to call our office at 612-872-4550.

Sincerely,

Al Palmer



HISTORIC SAINT PAUL

2011 Board Members

Tom Brock – President – SAVE

Erin Coryell – Vice President – Margaret A Cargill Foundation

Marek Mino- Treasurer – Deluxe Corporation

Marcia Moermond – Secretary – Saint Paul City Council Services

Steve Buetow – Steven K. Buetow Architects

Julie Gordon – Deluxe Corporation

Joe Musolf – Saint Paul Department of Planning and Economic Development

Amanda Novak – CommonBond Communities

Corky Newton – Residential Real Estate

Dan Ponsolle – Xcel Energy

Claire Simonson – City of Saint Paul, Technical Services

Tom Tarnow – Fund Development Consultant

EXTERIOR OVERVIEW



EX0: 827 North Elevation

SIGNIFICANT ATTRIBUTES

Location and site of home is "picturesque"
Set back from roads and on a significant hill
Queen Anne / Victorian Romanesque Revival stylings
Asymmetry
Red brick, sandstone, and limestone cladding
Curved porch with Tuscan colonnade
Turret punctuates front facade
Widow's walk
Windows (of varying scale and shape)
Dormers with fish scale metal decoration
Porch light fixtures

GENERAL CONDITION

There is a significant amount of masonry restoration required on all elevations of 827 Mound. Portions of the exterior masonry are damaged or eroded away. Many windows are missing storms, have damaged frames or sills, or are missing glass panes.

The solarium is in very poor condition also displaying missing windows, a failing roof, eroded sills, and extensive mortar damage.

The lot layout has not changed dramatically however many of the original landscape features are no longer present, such as a circular drive and walking path that was once circled the property. Drainage around house perimeter needs to be improved. Numerous vines are growing around and on the home.

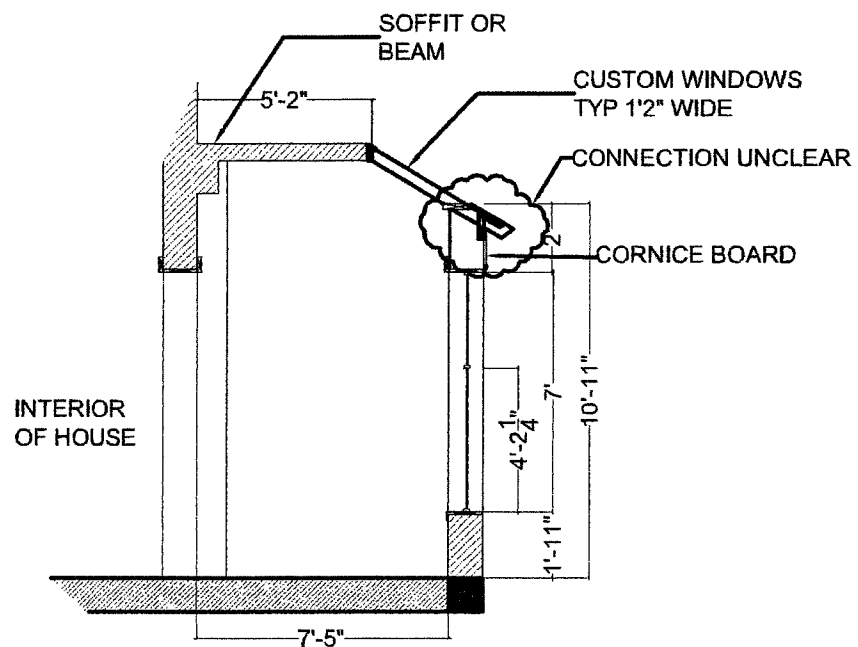
SUMMARY OF PRIOR REPAIRS/ MAINTENANCE

Repointed chimneys and exterior patches in 2005/6
New roof installed in 2005/6
Porch reconstruction 2008

AREAS OF FOCUS: SOLARIUM

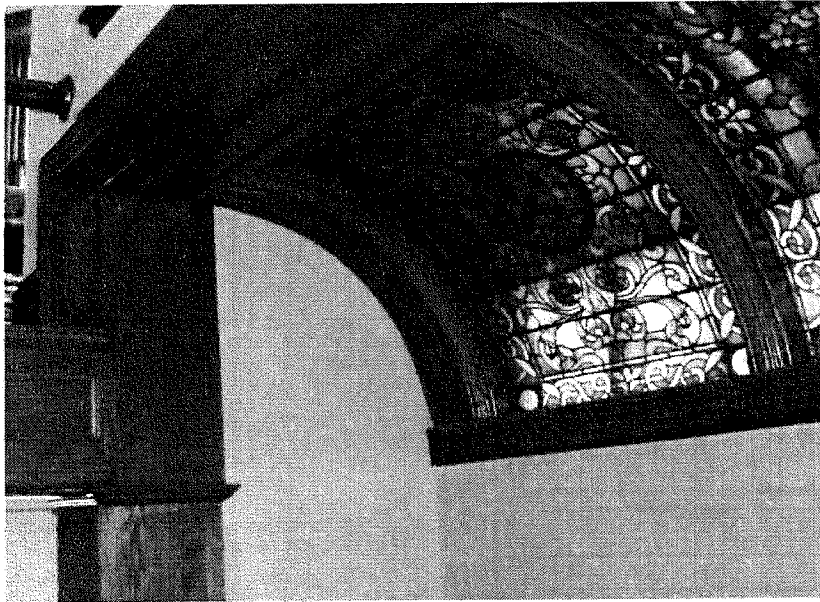


 SOLARIUM EAST ELEVATION
FOR ILLUSTRATIVE PURPOSES ONLY
NOT FOR CONSTRUCTION

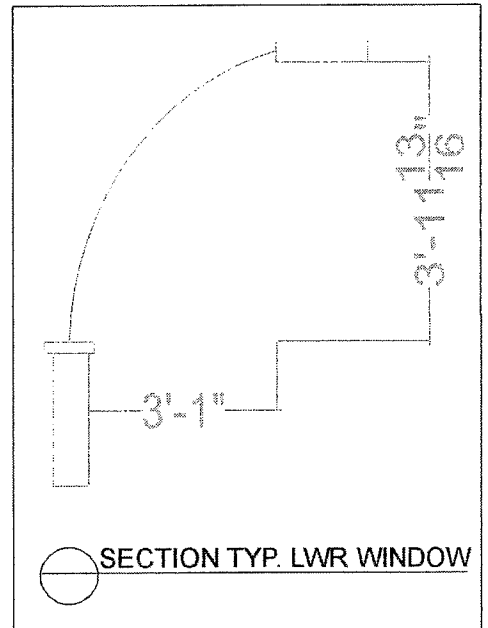


 SOLARIUM SECTION
FOR ILLUSTRATIVE PURPOSES ONLY
NOT FOR CONSTRUCTION

AREAS OF FOCUS: STAINED GLASS



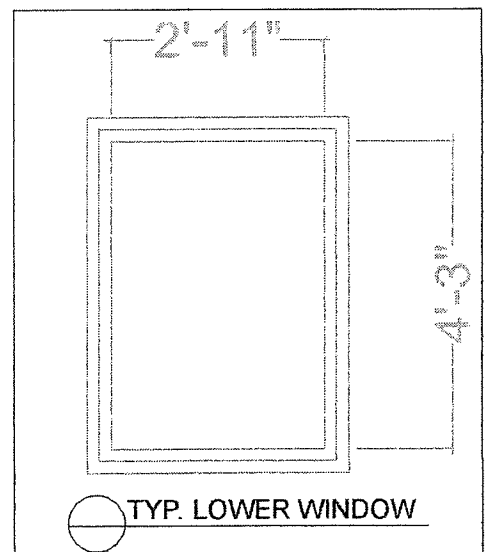
1/3 Lower window shows dirt/grime



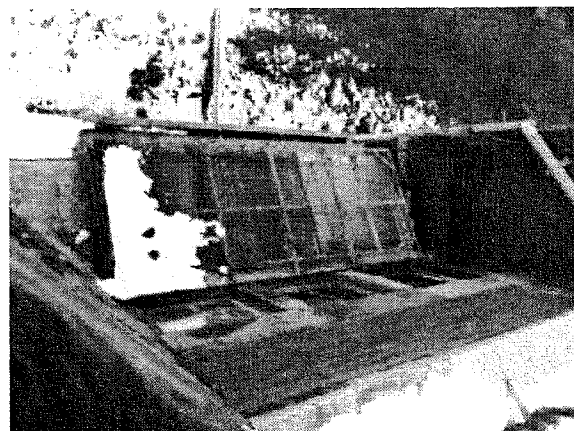
Lower window 2/3



Lower 3/3 W./water stained frame



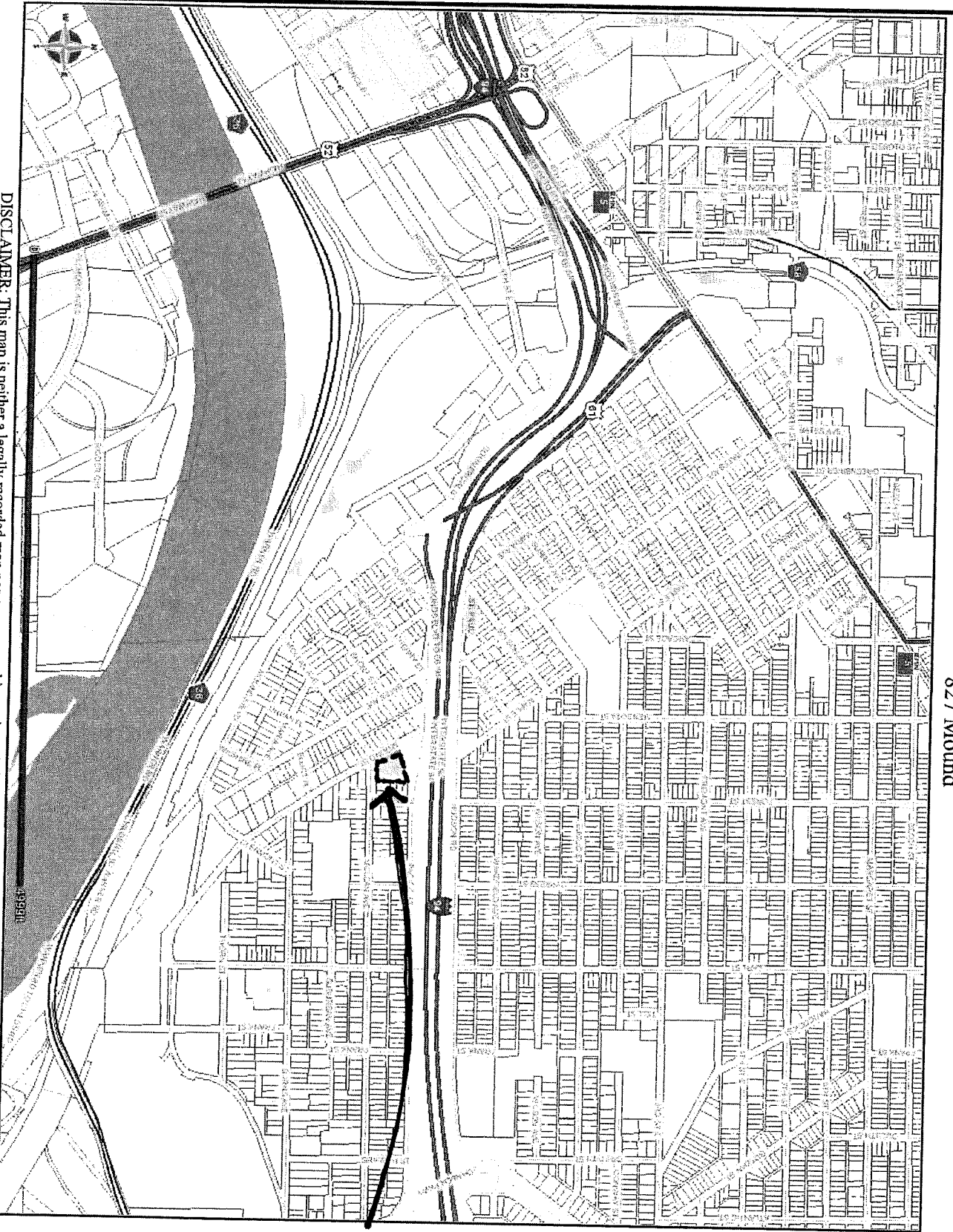
Exterior Stained Glass Protection



Exterior Stained Glass Protection from above

Geisen House

827 Mound



- Selected Features
- Municipalities
- County Road
- Interstate Hwy
- State Hwy
- Roads
- Water
- Structures
- Parcel Polygons
- Highway Shields
- Street Name Labels

827 Mound

DISCLAIMER:

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (February 28, 2011), The Lawrence Group (February 28, 2011 for County parcel and property records data; February 2011 for commercial and residential data; April 2009 for color aerial

